

State of Washington
Department of _____
Address

Telephone Request for Quotation Number _____
Bid Title: Disposal of Used IBM Disk Equipment

GENERAL PURPOSE

The State of Washington, Department of _____, pursuant to its authority under RCW 43.105, is conducting a Telephone Request For Bid (Quotation) to dispose of used IBM disk equipment. See Exhibit B for a list of the Equipment to be sold, and for equipment condition and maintenance information.

Schedule of Activities

Issue Request for Bid	12/1/95
Due Date for Bids	12/8/95
Announce Apparent Successful Buyer	12/12/95
Buyer Deposit Due Date	12/15/95
Execute Contract Date	12/22/95
Buyer Removal Date	12/29/95

INSTRUCTIONS

Bid Preparation

A consolidated bid for all of the used IBM disk equipment identified in Exhibit B must be entered. Items will not be sold individually.

Bids are due via FAX no later than **4:00 PM PST, December 8, 1995**. Bids must be submitted on Exhibit C, Bid Sheet, and must be accompanied with Exhibit A, Certification and Assurances, which has been signed by an authorized officer of Buyer. Bids submitted on other than the attached Exhibit A and Exhibit C or that are late will not be evaluated. It is the responsibility of the Buyer to confirm _____ receipt of facsimiles by telephoning the RFB Coordinator as noted below.

_____, RFB Coordinator
Department of _____
_____ Division
Address

Telephone:
Fax Number:

All Bids meeting the requirements of this RFB will be evaluated. _____ will sell the Equipment to the bidder or the bid which will provide the most revenue.

_____ will send all Buyers responding to this RFB a facsimile announcing the apparent successful Buyer and the winning bid amount. Specific information about protest procedures will be sent on request. All vendors who submit a bid for this disposal may request a debriefing conference. Debriefing conferences may be by telephone and must be requested and conducted no later than **3:00 p.m. Pacific Standard Time**,

December 15, 1995. Please note, the opportunity to protest is time limited and only available if a vendor has first requested a debriefing conference.

Deposit

The apparently successful Buyer (named by _____ as the winning bidder) must provide a deposit in the form of a certified check or cashiers check in the amount of ten (10%) percent of the Buyer's proposed bid, payable to the Department of _____ and received no later than **4:00 PM**, on the **Buyer Deposit Due Date** (identified in this RFB under Schedule of Activities). Otherwise, the next highest ranking Buyer will be notified and named the apparently successful Buyer. Personal and company checks will not be accepted. The deposit will be credited to the balance of the purchase price for the Equipment.

Also, the apparently successful Buyer must sign a contract for the Equipment bid on or before the **Execute Contract Date** (identified in this RFB under Schedule of Activities), otherwise the Buyer will forfeit the deposit previously paid, and the next highest ranking Buyer will be notified and named the apparently successful Buyer.

Further, if a Buyer signs a contract and does not pay the balance due, consistent with the contract terms and conditions appearing in Exhibit B, and remove the equipment on or before the **Buyer Removal Date** (identified in this RFB under Schedule of Activities) the Buyer will forfeit the deposit previously paid. In this event the next highest ranking Buyer will be notified and named the apparently successful Buyer.

Contract Expectations

Contract terms and conditions for this sale appearing in Exhibit B of this RFB are not negotiable. In no event is a Buyer to submit its own standard contract terms and conditions as a response to this RFB. Submission of alternate contract terms and conditions are grounds for disqualification. It is understood that the apparently successful Buyer's bid will become part of the contract document and official file on this matter.

_____ reserves the right to reject any and all bids received and not to execute a contract as a result of this RFB. This RFB does not obligate _____ to sell the Equipment specified herein.

EXHIBITS

<u>Exhibit A</u>	Certification and Assurances
<u>Exhibit B</u>	Equipment List and Sale Agreement
<u>Exhibit C</u>	Bid Sheet

Exhibit A

**State of Washington
Department of _____**

**Telephone Request for Quotation Number _____
Disposal of Used IBM Disk Equipment**

Certification and Assurances

I/we make the following certifications and assurances as a required element of the bid which is attached understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The prices and/or cost data have been determined independently, without consultation or communication with another vendor. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal or bid.
2. The attached proposal or bid is a firm offer for a period of 30 days following receipt by the Washington State _____ (_____), and it may be accepted by _____ without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 30 day period. In the case of protest, the protestor's proposal remains valid until the protest is resolved.
3. In preparing this bid, I/we have not been assisted by any current or former employee of the State of Washington whose duties related (or did relate) to this bid or prospective contract, and who was assisting in other than his or her official, public capacity. Neither does such a person or any member of his or her immediate family have any financial interest in the outcome of this bid. Any exceptions should be described in full detail on a separate page and attached to this document.
4. I/we understand that the State will not reimburse me/us for any costs incurred in the preparation of this bid. All bids become the property of the State.
5. I/we understand that any contracts awarded as a result of this RFB will incorporate the terms and conditions included in the contract attached as Exhibit B to this RFB. I/we certify that I/we will comply with these or substantially similar terms and conditions if selected as the apparently successful Buyer.

Signature

Vendor

Title

Date

Exhibit B

EQUIPMENT LIST AND SALE AGREEMENT

State of Washington

Telephone Request for Quotation Number _____

Contract Number _____

Contractor _____

Project Title : Used IBM Disk Equipment Disposal

The _____ (_____), pursuant to its authority under RCW 43.105, is disposing of the computer equipment listed below through a bid process/sale to _____ (Buyer) on the following terms and conditions;

1. Equipment: Following is the list of used the IBM Disk equipment being disposed of:

<u>OEM</u>	<u>Model</u>	<u>Serial #</u>
IBM	3380-AK4	R4509
IBM	3380-AK4	AA072
IBM	3990-G03	32763
IBM	3990-G03	33827
IBM	3390-A28	10986
IBM	3390-B2C	33015
IBM	3990-G03	32007
IBM	3990-G03	31781

2. Equipment Condition: This equipment, used by _____, was maintained and uninstalled by IBM. Relocation Inventory Sheets are available showing it was packed and prepared for shipping by an authorized agent of IBM. The equipment has been "IBM banded."

The equipment is being sold "as is where is." _____ makes no warranty or representation, express or implied as to the condition, reliability, merchantability or fitness for a particular purpose of any of the equipment.

Buyer acknowledges and accepts that the equipment is being sold "as is where is" with no express or implied warranties.

Buyer further acknowledges and accepts that it must make arrangements directly with prospective service providers regarding maintenance service.

3. Consideration: Buyer bids and hereby agrees to pay a total of _____ for the equipment being disposed of in the condition described above. The Buyer, having paid a deposit of _____ agrees to pay the balance, in the amount of _____, in the form of a certified check or cashiers check on or before December 15, 1995.
4. Removal of Equipment: Buyer is solely responsible for removal of the equipment. The equipment listed above is currently located at:

Lile Warehouse
20413 -87th Ave So.

-Error! Unknown switch argument.-

Kent Washington 98031
Contact:
Phone #

The equipment may be removed only after full payment of the balance due and owing. If the Buyer does not pay the balance due and remove the equipment on or before December 29, 1995, the Buyer will forfeit the deposit previously paid and the contract will be terminated.

Buyer is responsible for shipment of equipment including all related costs. Buyer assumes all risk of loss upon initiation of the shipping process.

5. Transfer of Title: Full title and ownership of the equipment will pass to the Buyer upon full payment and removal of the equipment.
6. Warranty: _____ warrants that it has clear title to the equipment and that it is being transferred free of any liens, claims, charges or encumbrances. THE EQUIPMENT IS BEING SOLD "AS IS WHERE IS." THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, EXPRESS OR IMPLIED.
7. Limitation of Remedy: The exclusive remedy for Buyer's failure to pay the remaining balance and remove the equipment on or before December 29, 1995 is the retention of the deposit paid to _____ and termination of the contract.

Buyer is entitled to a refund of the deposit only if the equipment is unavailable for removal within the specified time period, or the equipment is damaged without the fault or negligence of Buyer prior to the packing process. Except as set forth in section 8, Hold Harmless, of this agreement, these are the exclusive remedies of the parties to this agreement. In no event will the parties be liable to each other for special or consequential damages under any theory of recovery.

8. Hold Harmless: Buyer will protect, indemnify, and save _____ harmless from and against any damage, cost, or liability for any or all injuries to persons or tangible property arising from the transportation or use of this equipment after the initiation of the shipping process. Buyer further agrees to hold the Seller harmless from the acts or omissions of the Buyer, Buyer's employees, agents, or subcontractors, however caused.
9. Applicable Taxes: All assessed or imposed taxes will be paid by the Buyer. Buyer will provide Seller with a retail registration certificate if it is claiming tax-exempt status.
10. Notices: On behalf of _____, all notices and requests required or authorized under this contract shall be directed in writing to:

On behalf of Buyer, all such notices and requests will be directed to:

11. Modification and Amendment: No alternation, modification, or amendment of these terms or conditions herein specified will be effective without written approval from both parties.
12. Governing Law: This contract shall be governed in all respects by the laws of the State of Washington. The venue of any action hereunder shall be in the Superior Court for Thurston County, Washington.
13. Severability: If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which

can be given effect without the invalid term, condition or application; to this end the Terms and Conditions of this contract are declared severable.

14. Waiver: Waiver of any breach of any term or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by a written instrument signed by the parties hereto.

15. Incorporated Documents and Order of Precedence

A. The headings used herein are inserted for convenience only and shall not control or effect the meaning or construction of any of the provisions.

B. Each of the documents listed below are, by this reference, incorporated into this Agreement as though fully set forth herein. If any provision of this Agreement shall be deemed in conflict with any statute or rule of law, such provisions shall be deemed modified to conform to said statute or rule of law. In the event of any inconsistency in this Agreement, the inconsistency shall be resolved in the order of precedence stated below:

1. Applicable Federal and State Statutes and Regulations.
2. The Terms and Conditions of this Agreement C96-OTH-004.
3. _____ Request for Bid _____, dated December 1, 1995.
4. Buyer response, dated _____ to _____ bid document.

16. Entire Agreement: This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and understandings, agreements, representations, or warranties not contained in this Agreement or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, delivery, price, quality, or specifications of this contract will be effective without the written consent of both parties.

17. In Witness Whereof, the parties have executed this Contract.

SELLER:

BUYER:

Signature

Signature

Date

Date

Exhibit C

State of Washington

Telephone Request for Quotation Number _____

Used IBM Disk Equipment

Bid Sheet

Bidders' lot bid for all items of Equipment is \$ _____

Bidder's Name _____

Bidder's Address _____

Phone Number () _____

Fax Number () _____

Contact Name _____

NOTE: All assessed or imposed taxes will be paid by the Buyer. Buyer will provide _____ with a retail registration certificate if it is claiming tax-exempt status.

Is Buyer claiming tax-exempt status?

Yes _____ No _____

If, yes, please attach certificate.